

This instrument was prepared by
Peggy A. Werdehoff, General Attorney
USX Corporation
Fairfield, Alabama 35064

STATE OF ALABAMA
COUNTY OF SHELBY

* 96,832.50

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Hundred Dollars (\$100.00) and other good and valuable consideration paid to USX CORPORATION, a Delaware corporation, hereinafter referred to as "Grantor", by HARBAR HOMES, INC., an Alabama corporation, whose mailing address is 5502 Caldwell Mill Road, Birmingham, Alabama 35243, hereinafter referred to as "Grantee", receipt and sufficiency of which are acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto the said Grantee a tract of land, **MINERALS AND MINING RIGHTS EXCEPTED**, located in the South-East quarter of South-West quarter of Section 21, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, said tract of land being shown on map marked 2-837 LD, hereto attached and made a part hereof and being more particularly described as follows, to wit:

5.D.M.
3-A-93

Begin at the northeast corner of South-East quarter of South-West quarter of Section 21; thence in a westerly direction along the north boundary of said quarter-quarter section 1212.61 feet; thence turning an angle of 90 degrees 00 minutes 30 seconds to the left in a southwesterly direction 300.50 feet; thence turning an angle of 9 degrees 46 minutes 00 seconds to the left in a southeasterly direction 365.54 feet; thence turning an angle of 14 degrees 48 minutes 15 seconds to the left in a southeasterly direction 275.00 feet; thence turning an angle of 27 degrees 57 minutes 00 seconds to the right in a southwesterly direction 467.00 feet to a point on the south boundary of said quarter-quarter section; thence turning an angle of 93 degrees 26 minutes 00 seconds to the left in an easterly direction along said south boundary 1085.00 feet to the southeast corner of said quarter-quarter section; thence in a northerly direction along east boundary of said quarter-quarter section to the point of beginning.

RESERVING AND EXCEPTING, however, from this conveyance all of the coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, limestone, and all other minerals and non-mineral substances in and under said land, including water associated with the production of coalbed methane gas, together with the right to explore for, to drill for, to mine, to produce and to remove said coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, limestone, and all other minerals and non-mineral substances in and under said land, including water associated with the production of coalbed methane gas, without using the surface of said land; and also the right to transport through said land coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, limestone, and all other minerals and non-mineral substances from adjoining or other land without using the surface of the land hereby conveyed.

This conveyance is made upon the covenant and condition that the Grantor, or its successors, assigns, licensees, lessees, or contractors, shall have the right to explore for, to drill for, to mine, to produce and to remove the coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, limestone, and all other minerals and non-mineral substances, including water associated with the production of coalbed methane gas, contained in said land, or other lands in which the said Grantor, its successors, assigns, licensees, lessees, or contractors, may at any time conduct mining and/or gas or oil producing operations without leaving supports

Harbar Homes, Inc.

5502 Caldwell Mill Rd

Birmingham, AL 35242

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SHELBY COUNTY JUDGE OF PROBATE
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(2)

necessary for sustaining the surface of said land or for preventing damage thereto; and that no right of action for damages on account of injuries to the land herein conveyed or to any buildings, improvements, structures, pipelines, or other sources of water supply now or hereafter located upon said land, or to any owners or occupants or other persons in or upon said land, resulting from past or future mining and/or gas or oil producing operations of the Grantor, or its successors, assigns, licensees, lessees, or contractors, or resulting from blasting, dewatering, or the removal of coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, limestone and all other minerals and non-mineral substances, including water associated with the production of coalbed methane gas, or coal seam or other roof supports by the Grantor, or its successors, assigns, licensees, lessees, or contractors, whether said mining and/or gas or oil producing operations be in said lands or other lands, shall ever accrue to or be asserted by the Grantee herein or by said Grantee's successors in title, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the land as against the said Grantee and all persons, firms, or corporations holding under or through said Grantee.

As a condition of the conveyance hereunder, Grantee acknowledges that the property conveyed hereunder has been inspected by Grantee or its duly authorized agent and that said property is purchased by Grantee as a result of such inspection and not upon any representation or warranty made by Grantor. Furthermore, Grantee agrees that Grantor shall not, in any way, be liable to Grantee for the condition of the property conveyed hereunder. Grantee specifically, as a condition of the conveyance hereunder, accepts the condition of the property "AS IS, WHERE IS" and shall indemnify and hold Grantor harmless from any liability arising therefrom.

TO HAVE AND TO HOLD unto the said Grantee, Grantee's successors and assigns, forever; SUBJECT, however, to the following: (a) such easements as may exist over, upon or across said land for public or private roads, electric power transmission lines, telephone lines, telegraph lines, or pipe lines; (b) applicable zoning and subdivision regulations; (c) ad valorem taxes for the current tax year; and (d) all matters of public record affecting the land conveyed hereunder.

And the Grantor does for itself and for its successors and assigns covenant with the Grantee, Grantee's successors and assigns, that it is seized and possessed of said land and has the right to convey it, and it warrants the title against all persons claiming by, through or under the Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and behalf and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized this, the 10th day of March, 1993.

ATTEST:

USX CORPORATION

R.M. Stanton
Assistant Secretary

By [Signature]
Its General Counsel - U.S. Steel Group



STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

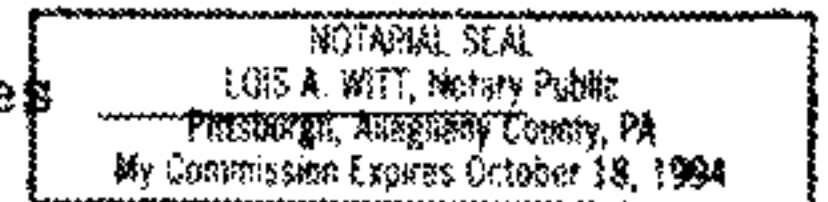
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that D.M. Lewis, whose name as General Counsel - U.S. Steel Group of U. S. Steel Group, USX Corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

(3)

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 10th day
of March, 1993.

Lois A. Witt
Notary Public

My Commission Expires

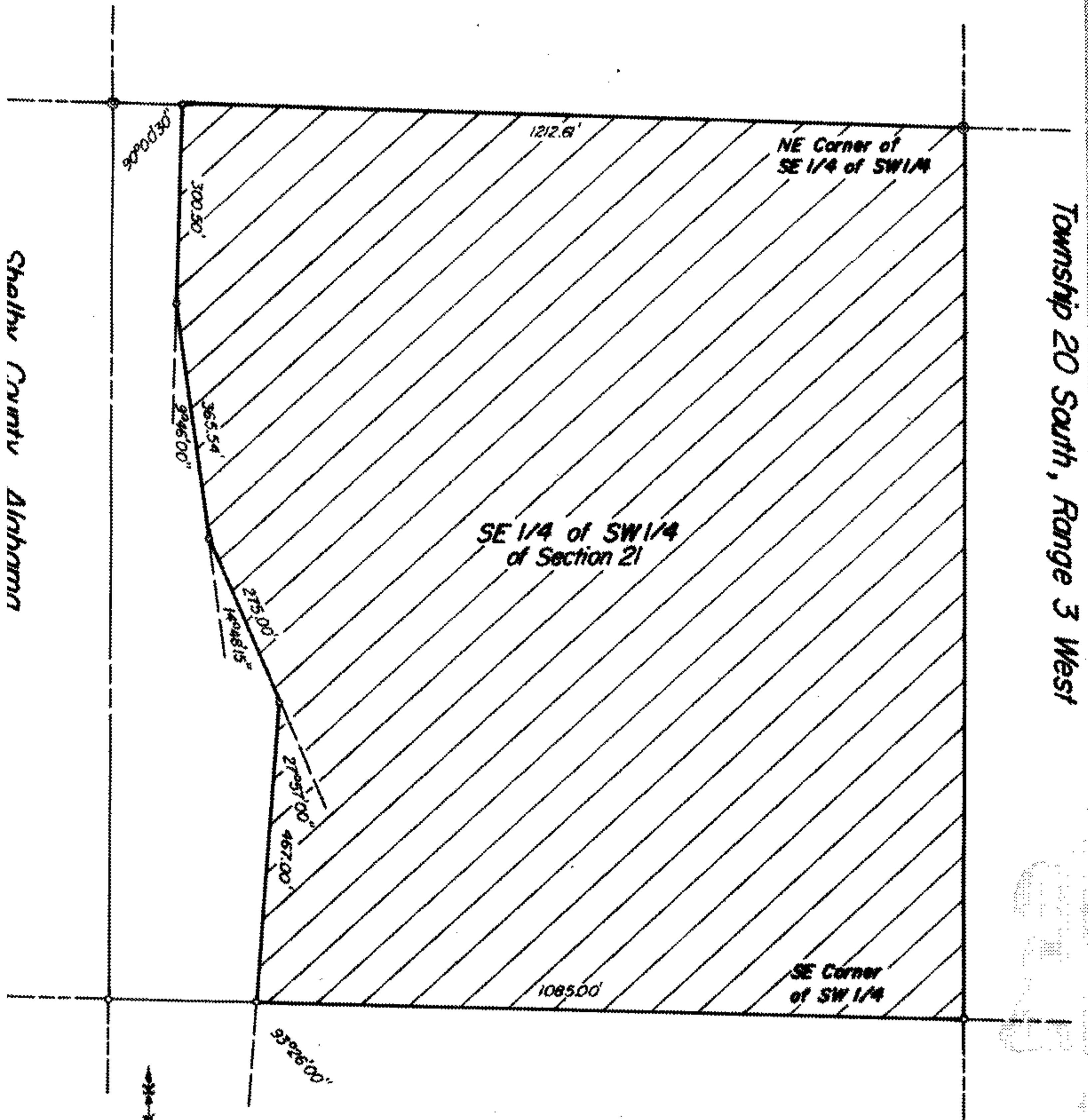


Southern Lands & Minerals

U.S. Steel Group

USX Corporation

Scale 1 in. = 200ft. December, 1992



Shelby County, Alabama

Township 20 South, Range 3 West



Land, Mineral and Mining rights excepted, conveyed by USX Corporation to Harbor Homes, Inc. by deed hereto attached.

Inst # 1994-28070

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